

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

JAE HWAN HWANG and)	
YOUNG HWANG)	CIVIL ACTION
v.)	
BUTCHER BOY LIMITED d/b/a)	
BUTCHER BOY, and IGB SYSTEMS LTD.)	NO. 209-CV-01178-EL
d/b/a BUTCHER BOY, and WILLIAM LASAR III)	
d/b/a BUTCHER BOY, and BUTCHER BOY, and)	
LASAR MANUFACTURING COMPANY, INC.)	
d/b/a BUTCHER BOY, and WESTGLEN)	
CORPORTION d/b/a BUTCHER BOY, and)	
AMERICAN MEAT EQUIPMENT CORP. d/b/a)	
BUTCHER BOY, and AMERICAN MEAT)	
EQUIPMENT LLC d/b/a BUTCHER BOY and,)	
BUTCHER BOY, and SIEMENS-FURNAS)	
CONTROLS, and FURNAS ELECTRIC CO.)	

**INITIAL DISCLOSURES OF DEFENDANTS, AMERICAN MEAT EQUIPMENT
CORP. (incorrectly identified as American Meat Equipment Corp, d/b/a Butcher
Boy) AND AMERICAN MEAT EQUIPMENT LLC (incorrectly identified as
American Meat Equipment LLC, d/b/a Butcher Boy)**

Pursuant to Federal Rule of Civil Procedure 26(a)(1), Defendants American Meat Equipment Corp. (incorrectly identified as American Meat Equipment Corp., d/b/a Butcher Boy) and American Meat Equipment LLC (incorrectly identified as American Meat Equipment LLC, d/b/a Butcher Boy) submit the following initial disclosures.

Defendants reserve the right to supplement or modify these disclosures should the need arise.

A. Identity of Individuals Likely to Have Discoverable Information that Defendants May Use to Support Their Claims or Defenses

1. Kenneth Mode, Partner
American Meat Equipment LLC
640 Mulberry Ave.
Selmer, TN 38375

B. Documents, Data Compilations and Tangible Things That Defendants May Use to Support Their Claims or Defenses

1. Plaintiffs' medical records from any and all medical treatment providers.
2. Any documents produced by other parties.

C. Computation of Any Damages Claimed by the Disclosing Party

N/A.

D. Any Insurance Agreement Under Which Any Person Carrying on Any Insurance Business May be Liable to Satisfy All or Part of a Possible Judgment in the Action or to Indemnify or Reimburse for Payments Made to Satisfy the Judgment

Coverage for Defendant is provided by Admiral Insurance Company. Attached to these Initial Disclosures, please find the declaration pages from the applicable policy. Redacted from these declaration pages are the premiums paid.

DEASEY, MAHONEY, VALENTINI & NORTH, LTD.

By: /s/ Athena O. Pappas, Esq.
ATHENA O. PAPPAS, ESQUIRE
FRANCIS J. DEASEY, ESQUIRE
Attorneys for Defendants, American Meat Equipment Corp. (incorrectly identified as American Meat Equipment Corp., d/b/a Butcher Boy) and American Meat Equipment LLC (incorrectly identified as American Meat Equipment LLC, d/b/a Butcher Boy)

Date: July 31, 2009



ADMIRAL INSURANCE COMPANY

A STOCK COMPANY
(herein called "the Company")

COMMON POLICY DECLARATIONS

Policy No.: **CA000005195-09**

Renewal/Rewrite of: **CA000005195-08**

Named Insured and Mailing Address

AMERICAN MEAT EQUIPMENT
1625 S. GREENWOOD AVENUE
MONTEBELLO, CA 90640

Producer's Name and Address

WHOLESALE CONNECTION INSURANCE SERVICES
5959 TOPANGA CANYON BLVD., SUITE 250
WOODLAND HILLS, CA 91367
Producer Code: 1241A Commission: 17.50%

Policy Period: From 07/01/2006 To 07/01/2007 At 12:01 A.M. Standard Time at the address of the Named Insured as stated herein

THE NAMED INSURED IS: ☐ Individual; ☐ Partnership; ☒ Corporation; ☐ Joint Venture; ☐ Other

BUSINESS DESCRIPTION: MANUFACTURER OF MEAT PROCESSING EQUIPMENT

AUDIT PERIOD: ☒ Annual; ☐ Other

IN RETURN FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGES FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Commercial Property Coverage	\$
Commercial General Liability Coverage	\$
Products/Completed Operations Liability Coverage	\$
Equipment Breakdown Coverage	\$
_____ Coverage	\$

PREMIUM: \$

TERRORISM PREMIUM: \$

TOTAL PREMIUM: \$

Form(s) and Endorsement(s) made a part of this policy at inception:
REFER TO SCHEDULE OF FORMS, AI 00 18 03 98

This policy is not binding unless countersigned by Admiral Insurance Company or it's authorized representative.

Countersigned On: 07/31/06

At: Seattle, WA

By: James S. Carey
Authorized Representative

THESE COMMON POLICY DECLARATIONS AND, IF APPLICABLE, THE COMMERCIAL PROPERTY COVERAGE, THE COMMERCIAL GENERAL LIABILITY DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART(S), FORM(S) AND ENDORSEMENTS, IF ANY, ISSUES TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBER POLICY.



COMMERCIAL GENERAL LIABILITY COVERAGE PART

DECLARATIONS

Policy No.: **CA000005195-09**

Effective Date: **07/01/2006** 12:01 A. M., Standard Time

LIMITS OF INSURANCE

General Aggregate Limit (Other Than Products- Completed Operations)	\$	2,000,000	
Products - Completed Operations Aggregate Limit	\$	1,000,000	
Personal and Advertising Injury Limit	\$	1,000,000	
Each Occurrence Limit	\$	1,000,000	
Damage To Premises Rented To You Limit	\$	50,000	Any One Premises
Medical Expense Limit	\$	EXCLUDED	Any One Person

RETROACTIVE DATES

Coverages A and B of this insurance does not apply to "bodily injury", "personal injury", "property damage" or "advertising injury" which occurs before the Retroactive Date, if any, shown here:

None

(Enter Date or "None" if no Retroactive Date Applies)

PREMIUM

Classification	Code No.	Premium Basis	Rate	Per	Advance Premium
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OPERATIONS RATED AS: MANUFACTURER OF MEAT
PROCESSING EQUIPMENT

56652

Premiums Redacted

Total Advanced Premium
Minimum Term Premium

Redacted

ADDITIONAL DECLARATIONS

When used as a Premium basis:

- (1) "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the Named Insured other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation or remuneration rule applicable in accordance with the manuals in use by the Company;
- (2) "cost" means the total cost to the Named Insured with respect to operations performed for the Named Insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or sub-contractor, including all fees, allowances, bonuses or commissions made, paid or due.
- (3) "sales" means the gross amount of money charged by the Named Insured, his concessionaires, and others trading under his name, for goods and products sold or distributed, operations performed (installation, repair or servicing), dues or fees and rentals during the policy term, and includes taxes, other than taxes which the Named Insured and such others collect as a separate item and remit directly to a governmental division.

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD

CERTIFICATE OF SERVICE

I, Athena O. Pappas, Esquire hereby certify that I have served upon all persons listed below a true and correct copy of Initial Disclosures of Defendants, American Meat Equipment Corp., (incorrectly identified as American Meat Equipment Corp, d/b/a Butcher Boy) and American Meat Equipment LLC (incorrectly identified as American Meat Equipment LLC, d/b/a Butcher Boy) in the above-captioned matter this date by First-Class mail, postage prepaid to all parties listed below:

Attorney for Plaintiffs

Christy Adams, Esquire
Adams Renzi Law
1601 Sansom Street, Suite 2C
Philadelphia, PA 19103

Counsel for Defendant American Meat Equipment Corp. and American Meat Equipment, LLC

Kathleen D. Wilkinson, Esquire
The Curtis Center
Suite 1130 East
Philadelphia, PA 19106

Unrepresented Parties:

Butcher Boy Limited d/b/a
Butcher Boy
Lochview Road
Willowyard
Beith
Ayrshire, KA15 1JB
Scotland
United Kingdom

IGB Systems Ltd, d/b/a
Butcher Boy
Lochview Road
Willowyard
Beith
Ayrshire, KA 15 1JB
Scotland
United Kingdom

William Lasar, III, d/b/a
Butcher Boy

Lochview Road
Willowyard
Beith
Ayrshire, KA15 1JB
Scotland
United Kingdom

Butcher Boy
Lochview Road
Willowyard
Beith
Ayrshire, KA15 1JB
Scotland
United Kingdom

Lasar Manufacturing Company, Inc., d/b/a
Butcher Boy
2540 East 114th Street
Los Angeles, CA 90059

Westglen Corporation, d/b/a
Butcher Boy
2538 E. 115th Street
Los Angeles, CA 90059

Butcher Boy
640 Mulberry Ave.
Selmer, TN 38375

DEASEY, MAHONEY, VALENTINI & NORTH, LTD.

By: /s/ Athena O. Pappas, Esquire
ATHENA O. PAPPAS, ESQUIRE
FRANCIS J. DEASEY, ESQUIRE
Attorneys for Defendants, American Meat Equipment
Corp. (incorrectly identified as American Meat Equipment
Corp., d/b/a Butcher Boy) and American Meat Equipment
LLC (incorrectly identified as American Meat Equipment
LLC, d/b/a Butcher Boy)

Date: July 31, 2009